

13173. Adulteration of canned salmon. U. S. v. North Pacific Trading & Packing Co. Plea of guilty. Fine, \$100. (F. & D. No. 19284. I. S. Nos. 2113-v, 2727-v, 5052-v, 6650-v, 6651-v, 8317-v.)

On February 18, 1925, the United States attorney for the Western District of Washington, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the North Pacific Trading & Packing Co., a corporation, trading at Seattle, Wash., alleging shipment by said company, in violation of the food and drugs act, in two consignments, namely, on or about September 18 and 22, 1922, respectively, from the Territory of Alaska into the State of Washington, of quantities of salmon which was adulterated. The article was labeled in part: (Can) "Klawack Brand Fresh Alaska Pink Salmon Packed * * * By The North Pacific Trading And Packing Company San Francisco Calif.

Examination by the Bureau of Chemistry of this department of samples from the two consignments showed that 28.1 per cent and 31.6 per cent, respectively, of the cans examined were decomposed.

Adulteration of the article was alleged in the information for the reason that it consisted in part of a filthy, decomposed, and putrid animal substance.

On March 2, 1925, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$100.

R. W. DUNLAP, *Acting Secretary of Agriculture.*

13174. Misbranding of cottonseed meal. U. S. v. Buckeye Cotton Oil Co. Plea of guilty. Fine, \$100. (F. & D. No. 16956. I. S. Nos. 6734-t, 9187-t, 9333-t, 9489-t, 17008-t.)

On September 17, 1923, the United States attorney for the Southern District of Georgia, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Buckeye Cotton Oil Co., a corporation, trading at Macon, Ga., alleging shipment by said company, in violation of the food and drugs act, from the State of Georgia, in various consignments, namely, on or about November 2, 1921, and February 3, 1922, respectively, into the State of Florida, on or about November 12, 1921, into the State of Virginia, on or about January 3, 1922, into the State of Massachusetts, and on or about January 9, 1922, into the State of North Carolina, of quantities of cottonseed meal which was misbranded. The two consignments of the product consigned November 2, 1921, and February 3, 1922, respectively, into Florida were labeled in part: "Buckeye Good Cottonseed Meal Manufactured By The Buckeye Cotton Oil Co. General Offices, Cincinnati, Ohio Guarantee Protein 36.00% * * * Ammonia 7.00% Fibre 14.00%." The product consigned January 3, 1922, into Massachusetts was labeled in part: "Cotton Seed Meal Guaranteed Analysis * * * Protein 36.00% * * * Equivalent Nitrogen 5.75%." The product consigned January 9, 1922, into North Carolina was labeled in part: "Good Cottonseed Meal * * * Manufactured By The Buckeye Cotton Oil Company General Offices, Cincinnati, Ohio Shipped By Charlotte, N. C. Mill. Ammonia 7% Protein 36%." The product consigned November 12, 1921, into Virginia was labeled in part: "Cotton Seed Feed * * * Protein (minimum) 36.00%."

Analyses by the Bureau of Chemistry of this department of a sample from each of the five consignments showed that the said samples contained 35.31 per cent, 34.88 per cent, 34.31 per cent, 35.31 per cent, and 35.19 per cent, respectively, of protein. The product consigned January 3, 1922, contained 5.65 per cent of nitrogen, and the product consigned February 3, 1922, contained 6.68 per cent of ammonia and 14.30 per cent of crude fiber.

Misbranding of the article was alleged in the information for the reason that the following statements, to wit, "Guaranteed Analysis * * * Protein 36.00% * * * Equivalent Nitrogen 5.75%," with respect to the product consigned January 3 into Massachusetts, "Guarantee Protein 36.00%," with respect to the product consigned November 2, 1921, into Florida, "Protein 36% and "Shipped by Charlotte, N. C. Mill," with respect to the product consigned January 9, 1922, into North Carolina, and "Guarantee Protein 36.00% * * * Ammonia 7.00%, Fibre 14.00%," with respect to the product consigned February 3, 1922, into Florida, and "Guaranteed Analysis Protein (minimum) 36.00%," with respect to the product consigned November 12, 1921, into Virginia, were false and misleading, in that the said statements represented that the article contained not less than 36 per cent of protein, that the product consigned January 3, 1922, into Massachusetts contained the equivalent of 5.75 per cent of nitrogen, that the product consigned February 3,